

OCT 04 '07 -3 26 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A LESTER

SURFACE TRANSPORTATION BOARD

October 4, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease Agreement, dated as of September 28, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Assignment of Lease previously filed with the Board under Recordation Number 27050.

The names and addresses of the parties to the enclosed document are:

Assignor: The Andersons, Inc.
480 W. Dussel Drive
Maumee, OH 43537

Assignee: Trinity Chemical Leasing, L.L.C.
Geophysical Resource Center, Suite 210
8801 South Yale Avenue
Tulsa, OK 74137

Mr. Vernon A. Williams
October 4, 2007
Page 2

A description of the railroad equipment covered by the enclosed document is:

97 railcars: 30 within the series DOWX 7360 – 7390 and 67 within the series DOWX 7085 – DOWX 7154 as more particularly set forth in the attachment to the documents.

A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

OCT 04 '07 -3 26 PM

MEMORANDUM OF ASSIGNMENT OF LEASE

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated effective as of September 28, 2007, is made by The Andersons, Inc., an Ohio corporation, with an address at 480 W. Dussel Dr., Maumee, Ohio 43537 (the "Transferor"), and Trinity Chemical Leasing, L.L.C., an Oklahoma limited liability company, with an address at Geophysical Resource Center, Suite 210, 8801 South Yale Ave., Tulsa, OK 74137 (the "Transferee" and, together with the Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Transferor, as Lessor, (the "Lessor") by assignment from Citicorp Railmark, Inc. with such assignment being recorded with the Surface Transportation Board at 4 p.m. on June 29, 2007 and assigned recordation number 27050, and The Dow Chemical Company as Lessee, (the "Lessee"), previously entered into the following documents (collectively referred to as the "Lease Agreement") pursuant to which Lessee leased the railcars identified on Schedule 1 attached hereto (the "Equipment"):

1. Lease of Railroad Equipment, dated as of March 1, 1981, between Security Pacific Equipment Leasing, Inc., as Lessor, and The Dow Chemical Company, as Lessee (the "Lease").
2. Amendment Agreement, dated as of March 23, 1981, between Lessor and Lessee (amending Schedule A to the Lease to change Lessee's road numbers to DOWX 7180-7229).
3. Amendment Agreement, dated as of June 1 1981, between Lessor and Lessee (replacing Schedule A to the Lease).
4. Lease Extension Agreement to the Lease, dated as of October 1, 2005, between Citicorp Railmark, Inc., as successor Lessor, and Lessee.
5. Assignment and Assumption Agreement dated as of June 27, 2007 between Citicorp Railmark, Inc., as Seller, and The Andersons, Inc., as Buyer.

WHEREAS, pursuant to a Purchase Agreement dated effective as of September 28, 2007 between Transferor and Transferee (the "Purchase Agreement"), Transferor agreed to sell the Equipment to Transferee and to assign to Transferee the rights and obligations of Transferor in, to and under the Lease Agreement arising after the date hereof, and Transferee agreed to purchase the Equipment and agreed to such assignment.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment, and the respective interests therein of the Parties.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Assignment of Lease with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a). In the event of any conflict between the provisions of this Memorandum of Assignment of Lease and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment of Lease to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare under penalty of perjury that the foregoing is true and correct.

THE ANDERSONS, INC.

By: Nicholas C Conrad
Name: Nicholas C. Conrad
Title: Assistant Treasurer

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

TRINITY CHEMICAL LEASING L.L.C.

By: _____
Name: Richard B. Fenimore
Title: President

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Assignment of Lease with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a). In the event of any conflict between the provisions of this Memorandum of Assignment of Lease and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment of Lease to be executed by a duly authorized officer as of the day and year first above written.

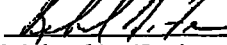
I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare under penalty of perjury that the foregoing is true and correct.

THE ANDERSONS, INC.

By: _____
Name: Nicholas C. Conrad
Title: Assistant Treasurer

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

TRINITY CHEMICAL LEASING L.L.C.

By:  _____
Name: Richard B. Fenimore
Title: President

SCHEDULE 1
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE

THE EQUIPMENT

Dow Group 2 - 30 cars

	Mark	No.
1	DOWX	7360
2	DOWX	7361
3	DOWX	7362
4	DOWX	7363
5	DOWX	7364
6	DOWX	7365
7	DOWX	7366
8	DOWX	7367
9	DOWX	7368
10	DOWX	7369
11	DOWX	7370
12	DOWX	7371
13	DOWX	7372
14	DOWX	7373
15	DOWX	7374
16	DOWX	7375
17	DOWX	7376
18	DOWX	7377
19	DOWX	7378
20	DOWX	7379
21	DOWX	7380
22	DOWX	7381
23	DOWX	7382
24	DOWX	7383
25	DOWX	7384
26	DOWX	7385
27	DOWX	7387
28	DOWX	7388
29	DOWX	7390
30	DOWX	7391


Dow Group 8 - 67 cars

	Mark	No.		Mark	No.
1	DOWX	7085	35	DOWX	7120
2	DOWX	7086	36	DOWX	7121
3	DOWX	7087	37	DOWX	7122
4	DOWX	7088	38	DOWX	7123
5	DOWX	7089	39	DOWX	7124
6	DOWX	7090	40	DOWX	7125
7	DOWX	7091	41	DOWX	7126
8	DOWX	7092	42	DOWX	7127
9	DOWX	7093	43	DOWX	7128
10	DOWX	7094	44	DOWX	7129
11	DOWX	7095	45	DOWX	7130
12	DOWX	7096	46	DOWX	7131
13	DOWX	7097	47	DOWX	7132
14	DOWX	7098	48	DOWX	7133
15	DOWX	7099	49	DOWX	7134
16	DOWX	7100	50	DOWX	7135
17	DOWX	7101	51	DOWX	7137
18	DOWX	7102	52	DOWX	7138
19	DOWX	7103	53	DOWX	7139
20	DOWX	7104	54	DOWX	7140
21	DOWX	7105	55	DOWX	7141
22	DOWX	7106	56	DOWX	7142
23	DOWX	7107	57	DOWX	7143
24	DOWX	7108	58	DOWX	7144
25	DOWX	7109	59	DOWX	7145
26	DOWX	7110	60	DOWX	7146
27	DOWX	7111	61	DOWX	7147
28	DOWX	7112	62	DOWX	7148
29	DOWX	7113	63	DOWX	7149
30	DOWX	7115	64	DOWX	7150
31	DOWX	7116	65	DOWX	7152
32	DOWX	7117	66	DOWX	7153
33	DOWX	7118	67	DOWX	7154
34	DOWX	7119			

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 10/4/07



Robert W. Alvord